

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Thomas J. Willi, Town Administrator

PREPARED BY: Russell C. Muniz, CMC, Town Clerk

SUBJECT: Resolution

AFFECTED DISTRICT: Townwide

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BRENDA LEE CHALIFOUR FOR AIRPORT EXPANSION OPPOSITION CONSULTING SERVICES, AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: At the April 7, 2004 Town Council meeting the Davie Town Council directed Town Attorney Monroe Kiar to review the contract offered by Brenda Lee Chalifour for consulting services related to the Fort Lauderdale/Hollywood International Airport expansion.

PREVIOUS ACTIONS: N/A

CONCURRENCES: N/A

FISCAL IMPACT: \$ 100.00 per hour/\$ 4000 max monthly

Has request been budgeted? No

If yes, expected cost: \$

Account Name:

If no, amount needed: \$ 100.00 per hour/\$ 4000 max monthly

What account will funds be appropriated from: Transfer from Contingencies (001-0205-513-0599) to Legal Services/Contractual Services (001-0103-512-0306).

Additional Comments:

RECOMMENDATION(S): Motion to approve resolution.

Attachment(s): Contract for Brenda Lee Chalifour.

\\\\NS_TH_01\\users\$\\rmuniz\\Russell Muniz\\NEW DOCS\\2004 Resos\\Brenda L. Chalifour Contract Reso.doc

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BRENDA LEE CHALIFOUR FOR AIRPORT EXPANSION OPPOSITION CONSULTING SERVICES, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as part of the Vision 2020 the Fort Lauderdale-Hollywood International Airport has been slated for extensive expansion of its runways; and

WHEREAS, the expansion will negatively impact residents of Davie, Dania Beach, Fort Lauderdale, Hollywood, and other nearby municipalities with increased air, water, and noise pollution; and

WHEREAS, Brenda Lee Chalifour, an attorney whose organization Save Our Shoreline has fought to protect the environment against detrimental development projects and currently serves as a consultant with the City of Dania Beach to oppose the runway expansion, will now serve as a consultant to the Town of Davie; and

WHEREAS, the scope of Ms. Chalifour's services and compensation for said services are outlined in the attached contract (Exhibit A).

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Mayor is hereby authorized to execute the contract between the Town of Davie and Brenda Lee Chalifour for consulting services related to the opposition of the Fort Lauderdale/Hollywood International Airport runway expansion.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2004.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2004.

CONTRACT AGREEMENT

THIS AGREEMENT, made as of this ____ day of April, 2004 by and between Brenda Lee Chalifour, (hereinafter "CONSULTANT") and the TOWN OF DAVIE (hereinafter "the TOWN").

IN CONSIDERATION of the sums as herein described and other good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, the parties hereto agree as follows:

1. CONSULTANT shall provide such services necessary to supply the TOWN with timely and accurate information related to the expansion of the Hollywood-Fort Lauderdale Airport expansion. Such services shall include:

a) Providing the Town with timely and pertinent information detailing any developments in the Airport Expansion Project emanating from the Broward County Aviation Department (BCAD), the Federal Aviation Administration (FAA), and any consultant working on the Airport Expansion Project. Information provided by CONSULTANT shall include updates detailing the developments related to the runway alternative analyses, Environmental Impact Statement (EIS) process, and proposed mitigation plans.

2. Upon the request of the TOWN, CONSULTANT shall meet with governmental officials, airport officials, the media, and/or any other entities relative to the airport expansion and report to the TOWN the results of such meetings. Upon the request of the TOWN, CONSULTANT shall attend meetings of the Davie Airport Expansion Committee and shall provide the Committee with updated developments related to the airport expansion process.

3. CONSULTANT shall formalize an airport expansion strategy to ensure the protection of the TOWN's citizens. The airport expansion strategy shall provide a detailed and comprehensive description of the airport expansion process and shall formulate plans to educate the TOWN's citizens, strategies to oppose the expansion of the airport, and strategies that will enable the TOWN to protect the TOWN's citizens through participation in the airport expansion process (i.e. mitigation plans, runway alternative plans, etc).

4. Upon the request of the TOWN, the CONSULTANT shall implement its plan to educate all of the TOWN's citizens and shall apprise those residents impacted by proposed condemnations of their options.

5. Prior to formulating and implementing its final airport expansion strategy, CONSULTANT shall consult with the Davie Airport Expansion Committee at a meeting of the Davie Airport Expansion Committee regarding the plan and receive public input.

6. In consideration of such services, the Town of Davie agrees to secure the services of CONSULTANT, Brenda Lee Chalifour for a maximum of 40 hours per month at \$100/hour (\$4000.00 per month). Payment shall be due and payable upon receipt of a monthly invoice which will detail work performed during the period. CONSULTANT stipulates that should the activities related to airport expansion and work for the TOWN require an increase in the amount of time above the 40 hour threshold, CONSULTANT shall complete any such work pro-bono.

7. CONSULTANT must disclose to the TOWN any and all representations of other clients, whether directly or indirectly, which will be adverse to the interests of the TOWN. If such representation is considered adverse, whether directly or indirectly, by the Town Council, then the CONSULTANT with such conflict will abstain from representing such other entity or client unless she receives authorization from the TOWN.

8. In the event that a dispute arises between the parties concerning this agreement, the laws of Florida shall apply and such disputes be brought in the appropriate court in Broward County, Florida.

9. This agreement may be terminated by either party upon 30 days written notice.

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature: TOWN OF DAVIE through its TOWN COUNCILMEMBERS, signing by and through its MAYOR, authorized to execute same by COUNCIL ACTION ON THIS ____ DAY OF _____, 2004 and executed by Brenda Lee Chalifour this ____ day of _____, 2004.

TOWN

TOWN OF DAVIE

BY _____

Attest:

Town Clerk

____ day of _____, 2004

BY _____
Town Administrator

____ day of _____, 2004

APPROVED AS TO FORM:

Town Attorney

Witness my hand and seal this _____ day of _____, A.D., 2004

Signed, sealed and delivered
In the presence of:

Witness

Brenda Lee Chalifour

Print/Type Name

Witness

Print/Type Name

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by Brenda Lee Chalifour, who _____ is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Notary Public, State of Florida, at Large

Print/ Type or Stamp Name

My Commission Expires: